

REQUEST FOR QUOTATION

RFQ# HQ861402

Quotations are due by 3:00 P.M., Local Time March 28th, 2008

ARIZONA DEPARTMENT OF HEALTH SERVICES

1740 W. Adams
Phoenix, AZ 85007
Phone: (602) 542-1040
Fax: (602) 542-1741

Date: March 12, 2008

VENDOR NOTICE

THIS IS NOT A PURCHASE ORDER

The terms and conditions attached to this form should be reviewed and understood before preparing a quotation. The <u>Uniform Terms and Conditions</u> and <u>Uniform Instructions to Offerors</u> are incorporated into this document by reference, and may be obtained by visiting: http://www.azeps.az.gov/PoliciesDocuments/terms/UIOv7.pdf for the Instructions, http://www.azeps.az.gov/PoliciesDocuments/terms/UTCv7.pdf for the Terms and Conditions.

http://www.azeps.az.gov/PoliciesDocuments/terms/UTCv7.pdf for the Terms and Conditions. In accordance with Arizona Revised Statute 41-2535(B), this purchase is restricted to small businesses, if practicable. By signing this form, the Offeror self certifies that it is a small business as defined above. Please check as many as applicable: I certify that my company is a Small Business. A Small Business is defined as a company having fewer than one hundred (100) employees or less than four million dollars (\$4,000,000) in gross receipts. I certify that my company is a Woman-Owned Business Enterprise (WBE). A WBE is defined as an enterprise where a woman owns at least fifty-one percent (51%) of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest. I certify that my company is a Minority-Owned Business Enterprise (MBE). An MBE is defined as an enterprise where an ethnic minority owns at least fifty-one percent (51%) of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest. **Location: Office of Procurement Procurement Specialist: Pam Giroux** Phone: (602)542-2944 Fax: (602) 542-1741 1740 West Adams **Room 303** Email: girouxp@azdhs.gov Phoenix, AZ 85007 Charge per hour Item Description Breast Surgeon Physician Consultant Services \$ N/A \$ Total: \$ THIS SECTION MUST BE COMPLETED BY VENDOR Payment Terms: Phone Fax No. Company Name Address City State Zip Code No. Typed Name and Title Signature Date

Signature Date Typed Name and Title

Procurement Officer: Date:

SPECIAL INSTRUCTIONS TO OFFERORS REQUEST FOR QUOTATION # HQ861402

- 1. **SUBMISSION:** Quotations shall be signed by the Offeror where applicable and delivered as designated no later than the date and time indicated on the first page of the document.
- 2. **INQUIRIES:** All inquiries must be submitted in writing to the Solicitation contact person, and within two (2) days before the Offer due date and time to allow sufficient time for question review and response.
- 3. **IDENTIFICATION**: Offeror agrees to provide a federal identifier (EIN or SSN) for the purposes of reporting to the appropriate taxing authorities, monies paid by the State under this contract.
- 4. **OPENING:** This is an informal quotation, which will not be read at a public opening; however, the information may be publicly reviewed after an award.
- 5. **STANDARD PROVISIONS:** The State of Arizona's Uniform Instructions and Uniform Terms and Conditions, where applicable, are a part of this document as if fully set forth herein. Copies of these documents are available from the ADHS Procurement Office or may be viewed at Arizona Department of Administration webpage at http://www.azdoa.gov/.
- 6. **TAXES:** The State of Arizona is exempt from Federal excise Tax, including the Federal Transportation Tax.
- 7. **BID REJECTION:** The State reserves the right to reject any, or all, bids, combinations of items, or lot, and to waive defects or informalities.
- 8. **ERASURE:** Erasures, inter-lineation or other modifications must be initialed by the individual signing the Request for Quotation.
- 9. **UNIT PRICE:** In case of error in the extension prices in the Quotation the unit price will govern. No Quotation shall be altered, amended or withdrawn after the specific date and time for receiving Quotations. Negligence by the vendor in preparing the Quotation confers no right for the withdrawal of the quotation after it has been opened.
- 10. **EVALUATION**: Award shall be made based on the lowest price, and the responsible and responsive bidder whose bid conforms in all material respect to the requirements set forth in the request for quotation, and is determined to be the most advantageous to the State.
- 11. **PAYMENT:** The State will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a potion of the account. Any offer that requires payment in less than thirty (30) calendar days shall not be considered.
- 12. ARIZONA PROCUREMENT CODE: The Arizona Procurement Code (A.R.S. Title 41), Chapter 23 is available at most public libraries; A.C.C.R. Title 2, Chapter 7 may be purchased from the Arizona Secretary of State; and both are available for review at the D.H.S. Procurement Office. They may be viewed at Arizona Department of Administration webpage at http://www.azdoa.gov/
- 13. **REASONS FOR CANCELLATION:** Failure to provide services in accordance with the Scope of Work or failure to meet the stated delivery commitment shall be cause for IMMEDIATE cancellation of the contract.
- 14. **ADDITIONAL TERMS AND CONDITIONS:** Submission of additional terms, conditions or agreements with the bid document may result in bid rejection.

1. PURPOSE

Pursuant to provisions of the Arizona Procurement Code, A.R.S. '41-2501 Et Seq., the State of Arizona, Department of Health Services ("ADHS") intends to establish a contract for the services listed herein.

2. TERM OF CONTRACT (1 YEAR)

The term of the contract shall commence upon final signature and shall remain in effect for a period of one year, unless terminated, canceled or extended as otherwise provided herein.

3. CONTRACT EXTENSION, 48 MONTHS

The Department may, by mutual written Contract amendment, extend any resultant Contract in up to twelve (12) month increments for a maximum of four (4) years. The Contract term shall not exceed a total of five (5) years from the date of Contract award, or \$50,000, whichever comes first.

4. CONTRACT TYPE

X Fixed Price

5. PRICE ADJUSTMENTS

Contractor prices accepted and subsequently awarded by a contract in response to this RFQ shall remain in effect for a minimum of one (1) year. The Contractor may request a price adjustment, but the State will not review or approve an increase until the contract has been in effect for one (1) year. Contractor shall provide written justification for any price adjustment requested. Any price increase adjustment, if approved, will be effective upon execution of a written contract amendment. Likewise, the Contractor shall offer the State a price adjustment reduction concurrent with reduced costs from their suppliers. Price reductions will become effective upon execution of a contract amendment.

6. PAYMENTS

Invoices shall be paid by ADHS within thirty (30) days following receipt of the invoice. In the case of any dispute regarding part of any invoice, ADHS shall pay the undisputed part according to the payment terms described above.

7. INFORMATION DISCLOSURE

The Contractor shall establish and maintain procedures and controls that are acceptable to the state for the purpose of assuring that no information contained in its records or obtained from the state or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the state. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the state.

8. FEDERAL IMMIGRATION LAWS, COMPLIANCE BY STATE CONTRACTORS

By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

9. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this Contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the Contract. This provision applies to work performed by subcontractors at all tiers.

10. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996

The Contractor warrants that it is familiar with the requirements of HIPAA and HIPAA's accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both the ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the ADHS Privacy Officer and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS, Contractor agrees to sign the "Arizona Department of Health Services Pledge to Protect Confidential Information" and to abide by the statements addressing the creation, Use and Disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by the ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADHS HIPAA Compliance Officer.

11. INDEMNIFICATION

Contractor agrees to indemnify, defend, save and hold harmless the State of Arizona, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, including reasonable attorney's fees, (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

12. INSURANCE REQUIREMENTS

Vendor shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the purchase and or use of the commodity.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the purchase and use of the commodities sold under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase such additional insurance as may be determined necessary.

A. <u>MINIMUM SCOPE AND LIMITS OF INSURANCE:</u> Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

•	General Aggregate	\$1	,000,000
•	Products – Completed Operations Aggregate	\$	500,000
•	Personal and Advertising Injury	\$	500,000
•	Fire Legal Liability	\$	25,000
•	Blanket Contractual Liability – Written and Oral	\$	500,000
•	Each Occurrence	\$	500,000

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$ 500,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor."

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 100,000
Disease – Each Employee	\$ 100,000
Disease – Policy Limit	\$ 100,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- c. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.
- B. <u>ADDITIONAL INSURANCE REQUIREMENTS</u>: The policies are to contain, or be endorsed to contain, the following provisions:
 - a. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
 - b. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 - c. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. <u>NOTICE OF CANCELLATION</u>: Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (Arizona Department of Health Services Office of Procurement, 1740 W. Adams, Phoenix, AZ 85007) and shall be sent by certified mail, return receipt requested.
- D. <u>ACCEPTABILITY OF INSURERS</u>: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less that A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Vendor from potential insurer insolvency.
- E. <u>VERIFICATION OF COVERAGE:</u> Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to (Arizona Department of Health Services – Office of Procurement, 1740 W. Adams, Phoenix, AZ 85007). The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

- F. <u>APPROVAL</u>: Any modification or variation from the *insurance requirements* in this Contract must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- G. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

1. BACKGROUND

The Arizona Department of Health Services, Office of Nutrition and Chronic Disease Prevention Services, receives funding through a cooperative agreement with the Centers for Disease Control and Prevention (CDC) and the State of Arizona to provide a statewide breast and cervical cancer screening program, known locally as the Well Woman HealthCheck Program. The WWHP is part of the National Breast and Cervical Cancer Early Detection Program (NBCCEDP), which was authorized when the U.S. Congress passed the Breast and Cervical Cancer Mortality Prevention Act of 1990, Public Law 101-354. The Act placed the responsibility for NBCCEDP with the United States Government's Centers for Disease Control and Prevention. It also provided the foundation of NBCCEDP policies and requirements with regard to program eligibility and operations in each state.

The Breast and Cervical Cancer Mortality and Prevention Act of 1990 strictly prohibits use of NBCCEDP funds for cancer treatment. In October 2000, the U.S. Congress passed the Breast and Cervical Cancer Prevention and Treatment Act of 2000, Public Law 106-354. This law gives states the authority to provide optional Medicaid coverage to certain breast or cervical cancer patients. In the spring of 2001, the Arizona Legislature passed H.B. 2194 that authorizes the Arizona Health Care Cost Containment System (AHCCCS), effective January 1, 2002, to provide cancer treatment for certain women diagnosed through the WWHP with breast cancer, pre-cancerous cervical lesions and cervical cancer. To be eligible for treatment, women must be screened through the Well Woman HealthCheck Program on or after April 1, 2001, be under the age of 65, a resident of Arizona, have no credible health insurance coverage, and be a U.S. citizen or qualified alien.

2. OBJECTIVE

To provide a Breast Surgeon Physician Consultant to work within the Well Woman HealthCheck Program.

3. SCOPE OF SERVICES

Services include:

- A. Chart review for screening and diagnostic decisions
- B. Physician and Contractor education
- C. Medical protocol design
- D. Physician discipline decisions
- E. Technology Advisory decisions
- F. Staff education
- G. Medical advisory board facilitation

4. TASKS

The Physician Consultant with the assistance of WWHP staff and Medical Director shall provide clinical oversight in regard to breast cancer aspects of the program, specifically the screening, diagnostic, and treatment services provided by WWHP staff, nurse practitioners, physician assistants, physicians, laboratory technicians, radiologists, and surgeons. Furthermore, the Physician Consultant shall help to establish and strengthen the quality assurance and professional development components of the WWHP by providing availability for consultation with the state WWHP staff and local providers in need of clinical consultation and guidance.

Activity 1: Act as a resource to the state program staff for clinical questions of medical appropriateness, utilization, and quality of service.

Task 1.1: The Physician Consultant shall participate at least quarterly with the WWHP staff and Medical Director to review site based quality assurance reports and data indicators with regard to the clinical guidelines, to identify potential areas for quality improvement. Identified opportunities for improvement will be communicated and discussed with contracted provider sites by the WWHP staff, Medical Director, or Physician Consultant as appropriate.

- Task 1.2: The Physician Consultant shall be available for monthly face to face or telephonic case staffing with the program's Clinical Quality Manager and/or Program Director as needed.
- Task 1.3: The Physician Consultant shall provide telephonic consultation to the program's Clinical Quality Manager on an as needed basis to review clinical issues, review prior authorization requests, and provide guidance related to clinical care.
- **Activity 2:** On an occasional basis, screening site providers and staff will need a source of clinical consultation and/or professional development; the Physician Consultant shall be available to answer questions and provide education about breast cancer screening and diagnostic techniques, the interpretation of results, and other clinical issues related to breast and cancer screening, diagnosis, and treatment.
 - Task 2.1: The Physician Consultant shall present current clinical updates and/or quality assurance issues at WWHP Quarterly Contractor Meetings as invited. The Physician Consultant will collaborate with the state to assist with promoting the program and breast and cervical cancer issues within appropriate professional groups.
- **Activity 3**: The Physician Consultant shall serve on the Medical Advisory Board, at least bi-annually and provide the program with technical assistance as needed.
 - Task 3.1: Assist program staff with the development or review of clinical policies and procedures.
 - Task 3.2: Review Clinical Guidelines annually to edit and draft new language as needed.
 - Task 3.3: Develop and maintain an active role in related professional groups to share information about program services and seek assistance from providers and professional groups in finding critical resources for the program.
- **Activity 4**: The Physician Consultant will advise the WWHP Program Director, or appointed staff, on WWHP's use of CPT codes (approved by CDC) and Medicare Part B reimbursement.

It is anticipated that the Physician Consultant shall provide approximately one hundred and ten (110) hours of service to fulfill the contract.

5. REQUIREMENTS:

A. Personnel

The Physician providing services under the contract shall be an MD, specializing in breast surgery, and currently licensed under the provisions of the Arizona Revised Statues, Title 32, Chapter 13 or 17. The Physician providing services shall be board certified in Arizona and shall:

- a. Be a current and participating provider for the Well Woman HealthCheck Program for a minimum of three (3) years.
- b. Hold certification from the American Board of Surgery.
- c. Have significant experience providing surgical consultation related to breast health issues and surgical interventions for breast cancer.
- d. Have knowledge and experience with medical coding and reimbursement related to breast health.

B. Key Personnel

The contractor agrees that once assigned to work under the contract, key personnel shall not be removed or replaced without written notice to the Department. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the contractor shall immediately notify the Department, and shall,

subject to the concurrence of the Department, replace such personnel with persons substantially equal in ability and qualifications and approved by the Department.

6. STATE PROVIDED ITEMS:

- A. WWHP Operations Manual and Clinical Guidelines
- B. Program data on request for quality assurance purposes
- C. Program Minimum Data Element Reports and CDC Feedback Reports

6. DELIVERABLES

- A. The Contractor shall submit a Contractors Expenditure Report and supporting documentation within thirty days after the end of each month to the ADHS Well Woman HealthCheck Program Director.
- B. The Contractor shall provide Certificate of Insurance within ten (10) days of contract award.
- C. The Contractor shall provide proof of certification and licenses upon contract award.

7. NOTICES, CORRESPONDENCE, REPORTS, INVOICES AND PAYMENTS

A. Notices, correspondence, reports, and invoices from the Contractor to ADHS shall be sent to:

Program Director Well Woman HealthCheck Program 150 N. 18th Avenue, Suite 310 Phoenix, Az.85007

B. Notices, Correspondence, and Reports from The Department to the Contractor shall be sent to:

	Attention:	
	Address:	
	Address:	
	City, State, Zip:	
C.	Payments from ADHS to the Contractor shall be	e sent to:
	Contractor:	
	Attention:	
	Address:	
	Address:	
	City, State, Zip:	

Contractor: